TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

BOND RIDER

To be attached to and form a part of Bond #1 executed June 12, 2006, by Lakeview Rock Products, Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, in favor of the State of Utah, Division of Oil, Gas and Mining, as Obligee.

In consideration of the mutual agreements herein contained, the Principal, Surety, and Obligee hereby consent to the following:

The penal sum of the bond shall be increased form One Hundred Thousand Dollars (\$100,000.00) to One Hundred Forty Two Thousand Dollars (\$142,000.00).

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated. This rider is effective November 7, 2006.

Signed and sealed the 7th day of November, 2006.

Lakeview Rock Products, Inc.,

 $R_{V'}$

Travelers Caşualty and Surety Company of America

By: Stirling S. Broadhead, Attorney-in-Fact





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Marie C. Tetreault, Notary Public

Attorney-In Fact No.

214562

Certificate No.

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Sam W. Clark, Stirling S. Broadhead, Joseph A. Beykirch, Douglas S. Roskelley, and S. Christopher Clark

of the City of Salt Lake City	, State of	Utah		, their true	e and lawful Attor	mev(s)-in-Fact.
each in their separate capacity if more than one is named above	to sign, execute, s			onds, recognizano	es, conditional un	dertakings and
other writings obligatory in the nature thereof on behalf of the contracts and executing or guaranteeing bonds and undertaking					guaranteeing the p	performance of
				·	204	
IN WITNESS WHEREOF, the Companies have caused this in the companies have caused the caused this in the companies have caused the caused this in the caused	nstrument to be sig	ned and their cor	porate seals to be	hereto affixed, th	is	<u> </u>
day of,						
Farmington Casualty Con			St. Paul Gu	ardian Insuranc	e Company	
	Fidelity and Guaranty Insurance Company		St. Paul Mercury Insurance Company Travelers Casualty and Surety Company			
	Fidelity and Guaranty Insurance Underwriters, Inc. Seaboard Surety Company		Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America			
St. Paul Fire and Marine	Insurance Compar	ny	United Stat	es Fidelity and G	uaranty Compar	ıy
1977 MONOMIED 1951	THE SANCE	SEAL S	SEAL S	HARTFORD TO STAND OF THE STAND	(WASHINGTON)	TESTY AND REPORT OF THE PARTY
State of Connecticut City of Hartford ss.		Ву:	Gøorg	Lay Von e Wyompson, Ser	ior Vice President	
On this the 20th day of February	20	006 before m	ne personally apr	peared George W.	Thompson, who	acknowledged
himself to be the Senior Vice President of Farmington Casualty Inc., Seaboard Surety Company, St. Paul Fire and Marine Insur Casualty and Surety Company, Travelers Casualty and Surety authorized so to do, executed the foregoing instrument for the president of t	rance Company, St. Company of Amer	ty and Guaranty l Paul Guardian Ir rica, and United S	Insurance Compansurance Compan States Fidelity an	iny, Fidelity and C ny, St. Paul Mercur nd Guaranty Comp	Suaranty Insurance ry Insurance Compony, and that he,	e Underwriters, pany, Travelers as such, being
In Witness Whowoof I have unto get my hand and official seed	S OTABLE	Λ	Y	Manix	c. Jita	eoult

My Commission expires the 30th day of June, 2006.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

BOND RIDER

To be attached to and form a part of Bond # ______, executed June 12, 2006, by Lakeview Rock Products, Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, in favor of the State of Utah, Division of Oil, Gas and Mining, as Obligee.

In consideration of the mutual agreements herein contained, the Principal, Surety, and Obligee hereby consent to the following:

The lands affected which include active and currently disturbed areas are identified and described as follows: Portions of Township 1 North Range 1 West, Section 11, with an estimated lands affected disturbance not to exceed 20 acres.

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated. This rider is effective June 21, 2006.

Signed and sealed the 21st day of June, 2006.

Lakeview Rock-Products, Inc.

By: Scott Hualkes

Travelers Casualty and Surety Company of America

By: Stirling S. Broadhead, Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No.

214562

Certificate No. }

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Sam W. Clark, Stirling S. Broadhead, Joseph A. Beykirch, Douglas S. Roskelley, and S. Christopher Clark

of the City of Salt Lake City	, State of <u>Utah</u>	, their true	and lawful Attorney(s)-in-Fact,				
each in their separate capacity if more than one is named above,							
other writings obligatory in the nature thereof on behalf of the	Companies in their business of guara	ranteeing the fidelity of persons, g	uaranteeing the performance of				
contracts and executing or guaranteeing bonds and undertakings	required or permitted in any actions	or proceedings allowed by law.					
			20.4				
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this							
day of February , 2006							
			_				
Farmington Casualty Comp Fidelity and Guaranty Insti	pany	St. Paul Guardian Insurance					
Fidelity and Guaranty Insu		St. Paul Mercury Insurance Company Travelers Casualty and Surety Company					
Seaboard Surety Company		Travelers Casualty and Surety Company of America					
St. Paul Fire and Marine In	isurance Company	United States Fidelity and Gu	aranty Company				
1977 B 1951 1927 E 1951	SEAL S	SEAL SEE LAND CONN CONN CONN CONN CONN CONN CONN CO	HARTICORD, 1 1896				
State of Connecticut City of Hartford ss.	Ву:	George W. Hompson, Senje	or Vice President				
On this the 20th day of February	, 2006 , before me	personally appeared George W. 7	Chompson who acknowledged				
himself to be the Senior Vice President of Farmington Casualty	Company, Fidelity and Guaranty Ins	surance Company, Fidelity and Gu	aranty Insurance Underwriters,				
Inc., Seaboard Surety Company, St. Paul Fire and Marine Insura	1 0.	1 0.	1 27				
Casualty and Surety Company, Travelers Casualty and Surety Casualty and Surety Cauthorized so to do, executed the foregoing instrument for the pur							
and the second of the foregoing month ment for the pur	poses morem contained by signing on	n ochan of the corporations by films	och as a dury audiorized officer.				
	(1F)						

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2006.



Marie C. Tetreault, Notary Public

FORM MR-5

May 24, 2006

Bond Number
Surety NAIC No.!

Permit Number
Mine Name Thomas Pit
Mine No. M0110002

RECEIVED

JUN 1 3 2006

Div. of Oil, Gas & Mining

ATTACHMENTA
To
RECLAMATION CONTRACT
BETWEEN PRINCIPAL AND DIVISION

STATE OF UTAH

DEPARTMENT OF NATURAL RESOURCES

Division of Oil, Gas and Mining

1594 West North Temple Suite 1210

Box 145801

Salt Lake City, Utah 84114-5801

Telephone: (801) 538-5291

Fax: (801) 359-3940

THE UTAH MINED LAND RECLAMATION ACT

The undersigned Lakeview Rock Products, Inc., as Principal, a corporation organized under the laws of the State of Utah, and Travelers Casualty and Surety Company of America, as Surety, a corporation organized under the laws of the State of Connecticut, hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, unto the State of Utah, Division of Oil, Gas and Mining ("Division") in the penal sum of One Hundred Thoudand Dollars (\$100,000).

This Surety Bond is provided to secure the obligations of the Principal, as set forth by the terms and conditions of the Reclamation Contract, and any addendums thereto, to reclaim lands that will be affected by mining operations as identified in the Notice of Intention received, or approved if applicable, by the Division on the 12th day of June, 2006.

The lands that are covered by this Surety Bond are the Lands Affected by mining operations as defined and described in the above Notice, and the Mining and Reclamation Plan if required, subject to terms and conditions of the Reclamation Contract.

The condition of this obligation is that if the Division determines that Principal has satisfactorily reclaimed the disturbed lands in accordance with the Mining and Reclamation Plan or Notice and has faithfully performed all requirements of the Mined Land Reclamation Act, and complied with the Rules and

Page 2 MR-5 Attachment A (revised May 24, 2006)

, :

Bond Number
Surety NAIC No.
Permit Number
Mine Name Thomas Pit

Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect. Failure of the Principal to fulfill the obligations specified by the Mined Land Reclamation Act and the Rules adopted there under, and in accordance with the specification of the Principal's Mining and Reclamation Plan or Notice, may result in forfeiture of this bond in accordance with the applicable statutes and regulations.

If the Mining and Reclamation Plan or Notice provides for periodic partial reclamation of the lands affected, and if the lands are reclaimed in accordance with such Plan or Notice, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond. In the converse, if the Mining and Reclamation Plan or Notice provides for a gradual increase in the lands affected or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety. The amount of reclamation surety may also be adjusted as a result of a periodic review by the Division, which shall take into account inflation/deflation based upon an acceptable Costs Index, or at the request of the operator.

This bond may be canceled by Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Written notice to the Division and Principal as required by this paragraph shall be provided by certified mail or by a courier service that provides proof of delivery by signature of the recipient. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

Surety is licensed to do business in Utah and is rated by A. M. Best as A- or better or rated as having Financial Performance Rating (FPR) of 8 or better, and is listed in the U. S. Department of Treasury's Circular "570." Upon incapacity of the Surety by reason of bankruptcy, insolvency, or suspension or revocation of its license, or upon failure to maintain the A. M. Best or FPR rating and listing on Circular "570", Principal shall be without adequate bond coverage as required by the Division and shall have 120 days after notice to replace the bond with other bonds acceptable to the Division. If the Principal does not replace this surety bond as required, the Division may order cessation of mining operations and commence actions to enforce its rights against the Surety. The Surety's liability shall continue and the Surety will remain fully liable for all reclamation obligations of the Principal incurred until this surety bond is forfeited, or the conditions of this obligation have been satisfied.

Page 3 MR-5 Attachment A (revised May 24, 2006)

41,

Bond Number Surety NAIC No.

Permit Number Mine Name Thomas Pit

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

Lakeview Rock Products, Inc. Principal (Permittee) Scott Hughes Vice President By (Name and Title typed):	June 12, 2006
Signature	Date
Surety Company	
Travelers Casualty and Surety Company of America	1100 East 6600 South, Suite 400
Surety Company Name	Street Address
Stirling S. Broadhead	Salt Lake City, UT 84121
Surety Company Officer	City, State, Zip
Attorney-in-Fact	801-288-1600
Title/Position	Phone Number
Justy	June 12, 2006
Signature /	Date

Page 4 MR-5 Attachment A (revised May 24, 2006)

Bond Number
Surety NAIC No.
Permit Number
Mine Name Thomas Pit

SO AGREED this 12th day of June, 2006.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

John R. Baza, Director

Utah State Division of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.